

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 5 PAGES

| | | | |
|---|------------------------------------|--|---|
| 2. AMENDMENT NO.: 004 | 3. EFFECTIVE DATE July 12, 2006 | 4. PURCHASE REQUISITION NO.: | 5A. SOLICITATION/CONTRACT/PROJECT TITLE Facilities Maintenance of the Thurgood Marshall Federal Judiciary building |
| | | | 5B. PROJECT NO (If applicable) |
| 6. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515 | | 7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Patrick G. Hunt Second and "D" Streets, S.W. Washington, DC 20515 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | X | 9A. AMENDMENT OF SOLICITATION NO. RFP No. 060101 |
| | | | 9B. DATED: April 24, 2006 |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | | 10B. DATED (See Item 13) |

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is set at 1:00 p.m. on July 24, 2006.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copy of the amendment;

(b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or

(c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | | | |
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| Check One | | | |
| | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A. | | |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1) | | |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | |
| | D. OTHER (Specify type of modification and authority) | | |
| E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE CONTINUATION PAGE | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME OF CONTRACTING OFFICER (Type or print) | |
| 15B. OFFEROR/CONTRACTOR _____ (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer) | 16C. DATE SIGNED |

AMENDMENT No. 004
Solicitation No. RFP No. 060101

1. The time and date for receipt of proposals for this solicitation is set at 1:00 p.m. on July 24, 2006 at the location indicated in the solicitation package
2. This Amendment No.004is issued to the above referenced Solicitation to replace pages with those that have corrections and/or changes made to them. Please replace the following pages with those currently in the solicitation package

| Remove Pages | Replace Pages |
|--|--|
| Solicitation, Offer and Award Form Page 1 | Solicitation, Offer and Award Form Page 1 |
| Section C DESCRIPTION/SPECIFICATIONS WORK STATEMENT Pages C-37, C-50, C-70 and C-76 | Section C DESCRIPTION/SPECIFICATIONS WORK STATEMENT Pages C-37, C-50, C-70 and C-76 |
| Section F DELIVERIES OR PERFORMANCE Page F-2 | Section F DELIVERIES OR PERFORMANCE Page F-2 |
| Section I CONTRACT CLAUSES Pages I-9, I-21, I-28 and I-29 | Section I CONTRACT CLAUSES Pages I-9, I-21, I-28 and I-29 |
| Section J LIST OF ATTACHMENTS Page 2 | Section J LIST OF ATTACHMENTS Page 1 and 2 |
| Section L INSTRUCTIONS/CONDITIONS AND NOTICES TO OFFERORS Pages L-13 and L-14 | Section L INSTRUCTIONS/CONDITIONS AND NOTICES TO OFFERORS Pages L-13 and L-14 |
| ATTACHMENT J.8 Wage Determination 94-2103 (Rev 33) Pages 1 through 9 | ATTACHMENT J.8 DOL Wage Determination 94-2103 (Rev 34) Pages 1 through 9 |
| ATTACHMENT J.15 TMFJB Cafeteria Equipment Pages 1, 2 and 3 | ATTACHMENT J.15 TMFJB Cafeteria Equipment Pages 1, 2 and 3 |
| ATTACHMENT J.18 RESERVED See Attachments J.16 and J.17 | |
| | ATTACHMENT J.3 TMFJB Record Data Page 1 |

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| | <p>Replace Pages</p> <p>ATTACHMENT J.19 Security Camera System Page 1</p> <p>ATTACHMENT J.33 Past Performance questionnaires Pages, 1, 2, 3, 4 and 5</p> <p>ATTACHMENT J.15 TMFJB Cafeteria Equipment Pages 1, 2 and 3</p> |
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3. This Amendment No. 004 is issued to answer the following Contractor Questions:

92. Question: In Amendment No. 002, L.8.5 Tab D, Factor IV - Corporate Experience and Past Performance, No. 2 states "for each project description provided pursuant to Section L.8.5 above, the offeror and each proposed subcontractor shall request that its customer complete the Past Performance questionnaire furnished with this solicitation and return it to Mr. Patrick Hunt" We were unable to locate a past performance questionnaire furnished in this document. Please advise.

Answer: See Attachment No. J.33, Amendment No. 004

93. Question: In Amendment No. 002, Section C.4.2 Requests for Building Services, the solicitations states "The Contractor shall have qualified personnel on-site at all times during normal working hours to respond to all types of requests for service". We would like to know the amount of annual service calls, length of time and type.

Answer: This information is provided as weekly reports from the incumbent contractor and is available for review by perspective offerors in the Bidders Library in the TMFJB.

94. Question: In Amendment No. 002, in reviewing Tab A, we reviewed the areas noted to have changes. While most changes were evident, we believe the following sections do not have any changes made: C.1, C.3.2.1, C.3.2.4, C.5.4.1, C.5.4.2, C.12.6.4, C.12.7, C.13.10 and C.13.10.4 While these areas may not have any actual changes, we would like clarification that there are no changes intended to theses sections.

Answer: The solicitation package and all amendments indicate the requirements the Government has set for this project. It is the responsibility of the Contractor to insure that they have fully reviewed the solicitation and understand the requirements.

95. Question: Can you provide any incoming and outgoing volume data by carrier/mail type?

Answer: The following number are approximate: Outgoing - 7,500 parcels, Incoming - 3,200 letters, 5,600, 25 packages, 705 newspapers.

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96. Question: What are the categories for mail returned to the USPS? (C.9.1)
- Answer: **All categories including but not limited to first class, books, etc.**
97. Question: Are all non-USPS accountable packages to be screened prior to attempted delivery by the associated vendor? (C.9.1.2)
- Answer: **Yes, everything is X-rayed at the TMFJB loading dock.**
98. Question: What type of containers are currently being provided by the current vendor for outgoing non-USPS shipments awaiting pick-up and how many? (C.9.1.5)
- Answer: Trays and canvas carts are provided by the USPS to the incumbent contractor.
99. Question: Section C.9.1 states: "If/whenever the Contractor's security personnel identify a suspicious letter/package, the item shall be secured in a sealed bin and the Contractor's security personnel will call the Contractors mail services." Is this correct? If so, please provide further explanation.
- Answer: **See Section C.9.1 for process.**
100. Question: How many floor copy rooms are there? (C.9.2.1)
- Answer: **Three**
101. Question: Will the Government be providing mail metering supplies, i.e. ink refills, tapes, etc.?
- Answer: **The AO USC will be replacing meters with a digital system approximately September 2006, all supplies related to the new system will be supplied by the Government.**
102. Question: Reference Section I.17, This section incorporates the Service Contract Act of 1965, as Amended, into this RFP. A Wage Determination is appended in Section J, in accordance with the provision of the Service Contract Act. However, the RFP does not incorporate FAR 52.222-43 or its equivalent, providing for Price Adjustments under the Service Contract Act. Question: Is it the Government's intention to include this FAR clause or its AOC equivalent?
- Note: This question was previously submitted but not fully answered in Amendment No. 002. We have reviewed the new Section I, Listing of Contract Clauses and the clause titled "Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor or Collective Bargaining Agreement." This clause describes what to do when there is a bargaining agreement in place which has not yet been issued as a Wage Determination by the Department of Labor, but does not answer the critical price-related question of price adjustments associated with new CBA's and Wage Determinations. This affects maintenance, janitorial and mailroom subcontractors.
- Answer: **See Section I, Amendment No. 004.**

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103. Question: Reference Section B-Pricing Forms. This form requires a price per month, for two months, for "transition period". Section F.1.2 says that the phase-in should be from the date of contract award to 10/01/06. However, Section L.3..3.1.1(f) says the contract ward will be 08/31/06. August 31, 2006 to October 1, 2006 is only one month. Question: For pricing purposes should bidders use a one or two month transition period? Please clarify.

Answer: See Section F and L of Amendment No. 004.

104. Question: Reference Section M Table of Contents - The first item listed in this Table of Contents is titled "Clauses Incorporated by Reference". However, there is no listing of clauses incorporated by reference in the text of Section M. Please clarify.

Answer: Can not find what you are talking about.

105. Question; Reference: Amendment No. 002, Question/Answer 88, This response to a question references a Contract Clause (Section I.39. Question: Can this Section be provided as well as Section I.38, If applicable?

Answer: See Section I, Amendment No. 004.

Attachments

Solicitation, Offer and Award Form
Section C, Pages C-37, C-50, C-70 and C-76
Section F, Page F-2
Section I, Pages I-9, I-21, I-28 and I-29
Section J, Pages 1 and 2
Section L, Pages L-13 and L-14
Attachment No. J.3, Page 1
Attachment No. J.8, Pages 1 through 9
Attachment No. J.15, Pages 1, 2 and 3
Attachment No. J.19, Page 1
Attachment No. J.33, Pages 1, 2, 3 and 4

Distribution:

Contract File
Project Manager -
Contracting Officer's Technical Representative -
Jurisdiction POC -
Accounting -

| | | | | | |
|---|--|--|--|--|------------------------|
| SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004 | | REQUISITION NO. | | PROJECT NO. | PAGE OF 1 185 PAGES |
| 1. CONTRACT NO. | | 2. SOLICITATION NO. RFP 060101 | | 3. TYPE OF SOLICITATION SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP) | |
| 4. DATE ISSUED May 31, 2006 | | 5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515 | | | |
| 6. ADDRESS OFFER TO: See Article No. L.1 of Section L (INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS) | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | |
| SUBJECT: FACILITIES MAINTENANCE OF THE THURGOOD MARSHALL FEDERAL JUDICIARY BUILDING | | | | | |

SOLICITATION

7. Sealed offers in original and SEE L. 7 for complete number of copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, July 24, 2006
CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

8. FOR INFORMATION CALL: **PATRICK HUNT** TELEPHONE NO. (Include area code) (NO COLLECT CALLS) **(202) 226-1933**

9. TABLE OF CONTENTS

| (x) | SEC. | DESCRIPTION | PAGE(S) | (x) | SEC. | DESCRIPTION | PAGE(S) |
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| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 29 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 20 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 79 | X | J | LIST OF ATTACHMENTS | 2 |
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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.

10. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | | |
|---|--|--|-----------------------|--|--------------------------|
| 11. DISCOUNT FOR PROMPT PAYMENT | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | _____ CALENDAR DAYS % |
| 12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | | |
| | | | | | |
| 13A. NAME AND ADDRESS OF OFFEROR | | DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____ | | 14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) | |
| 13B. TELEPHONE & FACSIMILE NOS. (Include area codes) | | 13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER _____ SUCH ADDRESS IN SCHEDULE | | 15. SIGNATURE | |
| | | | | 16. OFFER DATE | |

AWARD (To be completed by Government)

| | | | | | |
|---|--|------------|--|--|--|
| 17. ACCEPTED AS TO ITEMS NUMBERED | | 18. AMOUNT | | 19. ACCOUNTING AND APPROPRIATION | |
| 20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE | | | | 21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580 | |
| 22. NAME OF CONTRACTING OFFICER (Type or print) | | | | 23. UNITED STATES OF AMERICA (Signature of Contracting Officer) | |
| | | | | 24. AWARD DATE | |

The Contractor shall update all equipment history cards on a continuous basis, or each time that maintenance or repair has been performed for that equipment. Inspection records shall also be included in the maintenance record for each piece of equipment. The Contractor shall maintain all equipment history/maintenance cards on file in an area designated by the Contractor that is readily accessible to the Government for review and inspection as required.

C.5.5 Architectural/Structural Maintenance

The Contractor shall provide all labor, equipment, and materials necessary to perform all architectural maintenance and repairs to the interior and exterior of the facility including, but not limited to, the interior and exterior items identified below. The repair threshold for architectural/structural maintenance is the same as stated in Section C.5.4 Corrective Maintenance and Repairs.

The Contractor shall maintain, repair, replace, and restore all of the architectural and structural components of the building. The PM and repair of the roofing system, ceilings, walls, and floor coverings **are included** in this contract. The Contractor shall maintain and preserve the architectural integrity of the TMFJB. Maintenance includes but is not limited to:

1. Scheduled interior and exterior painting (excluding interior of individual suites/offices);
2. Maintaining a continued "like new" appearance of all common areas and suite entry doors, by cleaning, painting (touch-up and/or complete), repairing, or whatever means deemed necessary by the COTR, for all finished walls (stationary or moving), baseboards, floors/carpet/carpet tiles/ceramic tiles/other hard flooring, ceilings, doors (wooden or otherwise/both sides of doors);
3. Caulking; cleaning, painting and repair of exterior architectural building finish systems including openings;
4. Waterproofing; replacement or repairs to the roofing system, atrium glass curtain wall, and steel space frame;
5. Repairs to the parking garage which do not require structural alterations;

C.5.5.1 Exterior

Exterior walls, atrium glass panels, frit glass windows, Pilkington Architectural, Ltd. steel space frame, glass curtain wall, granite pavers, Child Development Center play court surface and playground equipment, roofing, penthouse, rooftop balconies (4th, 6th, & 7th floors), flashings, skylights, chimneys, ventilators (and other items that pierce the roof), gutters, down spouts, splash blocks, overhangs, windows, exterior glass and metal doors, sidewalks, plaza, walkways, driveways, guard booths, roads, curbing, parking garage, patios, tree grates, security barriers, bollards, planters, benches, entrances, flagpoles, exterior stairways, loading dock, and parking garage roll-up gates shall be maintained by the Contractor.

C.5.5.2 Interior

Interior walls including wood paneling, soundproofing, training and conference room movable wall systems, floor coverings, granite, marble and glass tile flooring, carpeting (broadloom and tiles), ceramic tile and base, interior stairways, ceilings and ceiling tiles, doors, door hardware, windows, Venetian blinds, atrium shades and Judicial Conference Center "blackout" shades, toilet fixtures, plumbing systems and electrical systems and equipment including light fixtures shall be maintained by the Contractor. Cafeteria kitchen exhaust hoods systems shall be cleaned from hood to roof, on a semi-annual basis, in accordance with the requirements of

and mail services personnel. At a minimum the items to be provided by the Contractor shall consist of goggles, Center CDC rated respirator masks, and gloves. The Contractor shall have sole responsibility for increasing, maintaining, and/or replacing all APPE to be utilized in performing these services.

C.9.1.0 Mail Services to COSC

In addition to the services listed above, the Contractor shall provide a van and driver for mail delivery/pick up services on a twice daily basis from the TMFJB to the AO Court Operations Support Center (COSC) located in Reston, Virginia.

C.9.1.1 Accountable Mail

The Contractor shall receive all accountable items (requiring signature) to include USPS registered, certified, and insured mail. A logging and signature system will be maintained that verifies arrival and subsequent distribution of all accountable items. The Contractor's staff shall deliver accountable USPS mail and obtain signatures from building occupants.

C.9.1.2 Non-USPS Carriers

FEDEX, UPS, and other non-USPS carriers authorized access to TMFJB will deliver their own accountable items. In the event that these carriers are not successful in their delivery attempts, they must redeliver at a later date. The Contractor's mail center staff shall not be responsible for delivery of any items from such carriers. The Contractor's security personnel shall screen these packages following the same procedures used for screening USPS items.

C.9.1.3 Delivery and Pickup of Mail

The Contractor shall deliver sorted mail at times and to stops designated by agency representatives, no less than twice each day. In the event of a late arrival by the USPS, mail shall be delivered as soon as it has been sorted and pouched. Outgoing USPS, non-USPS, and interoffice mail, shall be picked up at each mail stop when mail is delivered. The location of each mail stop will be indicated on floor plans provided by agency representatives. For all non-USPS mail/packages, the Contractor shall place the items in containers identified in Section C.9.1.5 below, for pickup by the appropriate non-USPS carriers.

Incoming morning USPS mail shall be sorted and then delivered during the first daily mail run. Incoming afternoon USPS mail shall be sorted and then delivered during the second mail run. Inter-office mail retrieved during each mail run shall be sorted and pouched for delivery during the next scheduled mail run.

C.9.1.4 Preparation of Outgoing USPS Mail

The Contractor shall sort outgoing USPS mail by category and weight. Metered postage shall be applied in accordance with applicable rates for the services required. The least expensive class of service shall be used consistent with delivery requirements. Metered mail, flats, and packages shall be placed in trays, bins, tubs or mail hampers according to USPS requirements and delivered to the designated pickup location on the loading dock no later than 4:45PM.

C.9.1.5 Preparation of Non-USPS Shipments

Outgoing shipments by FEDEX, UPS, and other approved carriers will be prepared by the sending office in accordance with each carrier's requirements. Appropriate containers shall be provided and/or maintained by the contractor for holding outgoing shipments awaiting pick up. These shipments shall be picked up from

| | | | |
|--------------------------|---|---------|------------------|
| Post 6A | Walk-thru metal detector | Armed | 0600-2000 M-F |
| Post 6B | Walk-thru metal detector | Armed | 0700-1600 M-F |
| Post 7A | South Security Desk | Armed | 0600-2000 M-F |
| Post 7B | South Security Desk | Armed | 0800-1800 M-F |
| Post 8 | South Garage Elevator Bank Walk-thru metal detector, X-ray machine | Armed | 0600-2000 M-F |
| Post 9 | North Garage Elevator Bank Walk-thru metal detector, X-ray machine | Armed | 0600-2000 M-F |
| Delta | Roving Patrol Officer | Armed | 24 hours, 7 days |
| Echo | Roving Patrol Officer | Armed | 24 hours, 7 days |
| On-Site Security Manager | Oversees daily operations | Unarmed | 0830-1700 M-F |
| Lead Security Officer | One Per Shift | Armed | Per shift |

C.13.4 Primary Security Officers Duties

It is the express intention of the Government to maintain consistency in security personnel duties in order to provide the maximum amount of security possible. In this regard, the COTR will furnish the Contractor with the Security Force SOP which describes the specific duties required for each Security Officers station. It is understood by both parties that all duties required of the Security Officers shall be within the scope of the work required by this contract and that is to provide for the complete safety and security of the TMFJB tenants and property, the visiting judicial officers and other judiciary employees, other government employees, and the visiting public. The following will serve to indicate the nature of duties required to meet these security needs and are not intended to be all inclusive:

C.13.4.1 Entrance Control

The Contractor's security officers shall execute the TMFJB security screening procedures. Screening shall include checking for unauthorized removal of property including wheelchairs and also ensuring possession of a properly authorized property removal pass. Screening shall also include operating security screening equipment and checking such items as handbags, packages, baby carriages, wheelchairs, etc., to detect weapons or contraband. All confiscated items shall be turned over to the COTR within 24 hours of confiscation. In addition, a written report, giving the complete details of the confiscation, shall be prepared by the Security Officers and provided to the COTR.

C.13.4.2 Tour Eye Rounds

Tour Eye Rounds are defined as groups of checkpoints that the Security Officers must scan (make visual inspections of the job site and equipment), during scheduled patrol. Refer to the Security Force SOP. The Contractor is responsible for providing Tour Eye Rounds, Interior Patrols, and Exterior Patrols.

- Baton or ASP
- Handcuffs
- Handcuff case
- Pocket identification badges
- Name tag
- Supplemental radio equipment (charger, batteries, carrying case, belt clip, earpiece)
- Alpha Wand Data Logger (one for building to be used during the Tour Eye Rounds)

The Contractor is responsible for ensuring that all Security Officers return these items to their place of storage at the completion of the Security Officer's shift. Under no circumstances shall a Security Officer take any of the items off the grounds of the TMFJB, unless specifically authorized to do so, in writing by the COTR. Any Security Officer who violates this provision shall be reported to the COTR by the Contractor and may be subject to immediate removal from duty.

Security personnel shall use Contractor furnished equipment/property and may not substitute personal equipment/property.

Prior to performance of security duties, the Contractor shall discuss with each Security Officer the proper method for issue, use, accountability, and storage of articles of equipment.

C.13.9.1 Inspections of Contractor Furnished Equipment

At any time and without providing advance notice the COTR shall have the right to inspect Contractor furnished equipment to ensure that adequate quantities and proper operations are maintained. Any malfunctioning equipment identified during such inspections shall be repaired or replaced by the Contractor within ten (10) working days after notification of need of repair or replacement. The Contractor shall at all times ensure that sufficient quantities, and fully functioning Contractor furnished equipment is continually available for all security personnel. This also includes spare equipment items needed for additional security officers. The Contractor shall immediately provide oral and written notification of any malfunctioning equipment to the COTR, along with a estimated time frame for resolution, repair or replacement of the equipment.

C.13.9.2 Government Owned Access Control and Perimeter Surveillance Equipment Training

Training in the proper use of equipment will be provided by the Contractor. The Contractor is responsible for promptly notifying the COTR when any access control and perimeter surveillance equipment is malfunctioning. Any equipment which is misused or abused by security personnel, will be verbally reported to the COTR immediately and followed up in writing within 24 hours. All associated costs to repair or replace the equipment will be invoiced to the Contractor for full payment.

C.13.10 Mandatory Security Services Reports

The Contractor shall maintain, in a secure and safe manner, complete and identifiable records, files, and correspondence on all matters pertaining to the security of the TMFJB. The Contractor, upon request by the COTR shall make such records, files, reports, and correspondence available to the COTR for inspection and copying. All records relating to security services are the property of the Government.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

- .1 The term of contract shall be from date of award through September 30, 2007 plus any required phase-in which shall be performed between the date of contract award and December 1, 2006.
- .2 If options are exercised in accordance with Section I of this contract, the term of the contract during such option periods shall be as follows:

| | |
|-----------|--|
| Option 1: | October 1, 2007 through September 30, 2008 |
| Option 2: | October 1, 2008 through September 30, 2009 |
| Option 3: | October 1, 2009 through September 30, 2010 |
| Option 4: | October 1, 2010 through September 30, 2011 |

F.2 PERFORMANCE LOCATIONS

- .1 The services to be provided by this Contract shall be performed at the Thurgood Marshall Federal Judiciary Building, One Columbus Circle NE, Washington, DC 20544

F.3 HOURS OF PERFORMANCE

- .1 In accordance with Section C.2, FACILITIES MANAGEMENT, the Contractor shall be responsible for providing the necessary staff to provide continuous coverage to effectively maintain, operate and protect the TMFJB during normal hours of operation. The normal hours of operation do not relieve the Contractor of the requirements to perform other services described herein that may require additional hours/personnel. The term normal hours of operation are Monday through Friday from 6:00 AM to 8:00 PM. The Contractor is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a 24 hour-per-day, 365 day-per-year basis.

F.4 WRITTEN DOCUMENTS, NOTIFICATIONS, FORMS AND REPORTS

- .1 The Contractor shall provide the COTR the below listed written documents, notifications, forms and reports under this contract at the identified scheduled times throughout the term of this contract. The sections referenced provide the information required in the report. The COTR shall review and either accept or request revisions no later than 15 business days after receipt of the written documents unless otherwise stated in this contract or other time specified by the COTR. One copy of each deliverable marked "***" shall also be delivered to the AOC./Facilities Manager.

- .2 **Deliverables:** The Contractor shall provide the Government with all information listed below. In addition, the Contractor shall provide any other reports required by the government during the term of the contract. The reporting format shall be developed between the CO or COTR and the Contractor. All Contractor developed charts, reports, check sheets, logs, and other reporting or documentation methodology for any portion of this contract shall be approved and/or accepted by the COTR. Each chart, report, check sheet, log, and other reporting documentation shall be in sufficient detail that such data as required by the Contracting Officer, COTR, or other Government representative shall provide statistical data sufficient for determining the operations and maintenance requirements of the building, its equipment, and grounds. All records shall be maintained by the Contractor and made available to the Government immediately upon request/notice.

after completion of work.

NOTE: ADM is the point-of-contact (POC) for any tenant alterations and construction projects for the following TMFJB services tenants: Cafeteria, TMFJB Child Development Center, Credit Union, Fitness Center, Health Unit, and Judiciary Conference Center. ADM is also the POC for **any tenant alterations and construction projects** for all other Tenant Agencies in the TMFJB.

Infrastructure Repair Orders Process identified in C.4.3.5.6, C.4.3.5.7, and C.5.4 (Reimbursable), the process is as follows:

- Step 1** Either the Contractor or Contracting Officer's Technical Representative can initiate a request for services. In the event services are considered Urgent or Emergency, the COTR may provide verbal approval for the work to be performed. Contractor to send an email regarding the verbal approval for record.
- Step 2** Contractor generates and issues a proposal order for repair service(s) to the TMFJB infrastructure and ADM issues a work order immediately.
- Step 3** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work orders, subcontractors invoices, etc., within 30 days after completion of work for completed infrastructure repair orders, exceeding \$2,000, to the AO for payment. A copy of each invoice shall also be submitted by fax to the Architect at the Capitol, Accounting Division at 202-226- 2580, and to the COTR at the same time.

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E., Suite G-350
Washington, D.C. 20544

I.10 AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for

I.26

PAYMENTS

.1 Invoices for Monthly Services, Items 0x01 through 0x09; and for Infrastructure Repair Orders

- .1** Invoices shall be submitted to the following address. A copy of each invoice shall be submitted by fax to the Architect at the Capitol, Accounting Division at 202-226-2580, and to the COTR at the same time.

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E., Suite G-350
Washington, D.C. 20544

- .2** Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices ("Certified as accurate and complete") from a responsible authority/officer of the Contractor, shall be mailed, in triplicate, to the above address. Any questions or information concerning requirements for processing invoices shall be directed to the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- .1** Contract Number
- .2** Name, address and Taxpayer I.D. number of Contractor
- .3** Invoice Date
- .4** Period the payment covers
- .5** Amount by line item including quantity and unit pricing (see the article entitled "SCHEDULE OF ITEMS" in Section B)

- .3** Payments will be made directly to the Contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is invited to the requirements of the article entitled "PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION" in this section.

- .2** Properly certified ("Certified as accurate and complete") invoices (to include relative backup documentation such as, request for cost estimate and subcontractors invoices), from a responsible authority/officer of the Contractor, for Building Service Requests and Tenant Work Orders, covered under Items 0x10 through 0x14, shall be submitted to the following addresses:

- .1** Invoices pertaining to AO orders shall be submitted to:

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E.
Suite G-350
Washington, D.C. 20544

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.37 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

| <u>CLAUSE TITLE</u> | <u>DATE</u> | <u>FAR NUMBER</u> |
|---|-------------|-----------------------|
| GRATUITIES | APR 1984 | 52.203-3 |
| COVENANT AGAINST CONTINGENT FEES | APR 1984 | 52.203-5 |
| RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 | 52.203-6 |
| MATERIAL REQUIREMENTS | AUG 2000 | 52.211-5 |
| AUDITS AND RECORDS - NEGOTIATED | JUN 1999 | 52.215-2 |
| OPTION TO EXTEND SERVICES (60 days) | NOV 1999 | 52.217-8 |
| DAVIS BACON ACT | FEB 1995 | 52.222-6 |
| EQUAL OPPORTUNITY | APR 2002 | 52.222-26 |
| EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS | DEC 2001 | 52.222-35 |
| AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 | 52.222-36 |
| EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 | 52.222-37 |
| SERVICE CONTRACT ACT OF 1965, AS AMENDED | MAY 1989 | 52.222-41 |
| FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | MAY 1989 | 52.222-43 |
| DRUG-FREE WORKPLACE | MAY 2001 | 52.223-6 |
| FEDERAL, STATE AND LOCAL TAXES | APR 2003 | 52.229-3 |

| | | |
|--|-----------|-----------|
| EXTRAS | APR 1984 | 52.232-11 |
| ASSIGNMENT OF CLAIMS | JAN 1986 | 52.232-23 |
| PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 | 52.237-2 |
| CONTINUITY OF SERVICES | JAN 1991 | 52.237-3 |
| BANKRUPTCY | JULY 1995 | 52.242-13 |
| CHANGES--FIXED-PRICE | AUG 1987 | 52.243-1 |
| ALTERNATE I | APR 1984 | |
| PERMITS, AUTHORITIES, OR FRANCHISES | JAN 1997 | 52.247-2 |
| TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY 2004 | 52.249-2 |
| DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 | 52.249-8 |

(End of clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

| <u>ATTACH. NUMBER</u> | <u>ATTACHMENT NAME</u> | <u>NO. OF PAGES</u> |
|---------------------------|---|-------------------------|
| J.1 | TMFJB Building Information Sheet | 2 |
| J.2 | CAD Floor Plans | 1 |
| J.3 | TMFJB Record Data | 1 |
| J.4 | TMFJB Mechanical-Electrical-Plumbing (M-E-P) Systems Narrative | 11 |
| J.5 | TMFJB M-E-P Systems - Equipment List | 5 |
| J.6 | Preventive Maintenance Guide Listing | 5 |
| J.7 | List of Government Furnished Equipment | 8 |
| J.8 | <u>WAGE DETERMINATION No's:</u> <u>1994-2103 (Rev 34) dated 03/10/2005</u> | 9 |
| J.9 | Day Porter and Night Time and Weekend Cleaning Quality Requirements | 16 |
| J.10 | Security Personnel Performance Standards | 3 |
| J.11 | Storage Paper Inventory | 1 |
| J.12 | Building Codes and Regulations | 1 |
| J.13 | Day Cleaning List | 1 |
| J.14 | Thurgood Marshall Federal Judiciary Building Rules and Regulations | 8 |
| J.15 | Equipment List (a) - TMFJB Cafeteria | 3 |
| J.16 | Equipment List (b) - FJC Auditorium and Classrooms | 1 |
| J.17 | Equipment List (c) - Computer Center Training Rooms | 1 |
| J.18 | RESERVED | |
| J.19 | Security Camera System | 1 |
| J.20 | Equipment List (f) - Child Development Center (CDC) | 1 |
| J.21 | Payment Information Form, Ach Vendor Payment System | 1 |

| | | |
|------|---|----|
| J.22 | Request for Check of Criminal History Records (For Informational Purposes Only) | |
| J.23 | Site Walkthrough Locations | 1 |
| J.24 | Weekly Maintenance Worksheet | 1 |
| J.25 | AOC Design Manual | |
| J.26 | RESERVED | |
| J.27 | List of Incumbent Contractors | 2 |
| J.28 | Landscape Requirements | 2 |
| J.29 | Collective Bargaining Agreements | 31 |
| J.30 | Contractor Maintained Telephones | 1 |
| J.31 | List of Site Visit Attendees | 4 |
| J.32 | List of Interested Parties | 3 |
| J.33 | Past Performance Questionnaire | 4 |

END OF SECTION J

of a discrepancy between the printed copy and the electronic copy of the proposed prices, the electronic copy will be presumed to be correct.

.4 Offerors must **enter the following data** in the Government supplied Microsoft Excel 2002 spreadsheet and submit the completed spreadsheet as part of their bid.

.1 The **name of the entity** submitting the proposal in the cell at the top of the spreadsheet labeled "Offeror's Name".

.2 The **date of their offer** in the cell at the top of the spreadsheet labeled "Date:".

.3 **Unit prices only for all contract line items and subline items for all years** as indicated in the schedule. **Do NOT enter any data in the Total Price columns** of the Excel spreadsheet. The spreadsheet will automatically calculate the amounts, subtotals and totals. If there is no price associated with an item, N/C (No Charge) shall be inserted in the unit price columns. In the event there is a discrepancy between a unit price and the extended total amount, the unit price will be held to be the intended offer, and the totals will be re-computed accordingly.

.5 If an offeror finds a need for additional rates or labor categories in Items 0x11 or 0x12, they should add subline items for those rates or labor categories. Rows should be added to the spreadsheet above the affected subtotal for this purpose. In such cases, the offeror shall either apportion the Government's estimated man hours among the various related proposed rates in accordance with the offeror's best estimate of what is typically required, or propose additional man hours. Any proposed additional man hours should be proportional to the Government's estimated man hours for the related labor categories. The proposal must include a narrative description of added subline items and the detailed rationale for any additional and/or apportioned man hours. The Government will review the rationale for the proposed apportionment and will evaluate the price proposal using man hours or composite rates that we determine to be the most realistic.

.6 Offerors must NOT make any changes to the Government supplied Microsoft Excel 2002 spreadsheet other than those required or allowed in paragraphs L.9.3.2.4 and L.9.3.2.5 above. Offerors must NOT change ANY data in any cell of the Government supplied Microsoft Excel 2002 spreadsheet except as authorized in paragraphs L.9.3.2.4 and L.9.3.2.5 above.

.7 For pricing purposes, offerors should **assume a contract award date of October 1, 2006 with performance to commence December 1, 2006.**

.8 CLIN 0013, with the estimated direct material costs amount provided, shall be included in each offeror's proposed price and is for evaluation purposes only. This figure is already entered in the Government furnished Microsoft Excel 2002 spreadsheet file and shall not to be altered by the offeror.

.9 Separate Firm-Fixed-Prices shall be submitted for the base year and all of the four option years. All pricing shall be fully burdened and shall include all general, administrative and overhead expenses, and profit. Failure to provide prices for all items will be cause for rejection of offer.

.3 **Tab C: Section K - The "REPRESENTATIONS AND CERTIFICATIONS".**

SECTION L

(End of article)

L.10 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (AOC) (MAY 99)

L.10.1 The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under Article I.28

- L.10.1.1** The solicitation number
- L.10.1.2** The offeror's name and remittance address, as stated in the bid.
- L.10.1.3** The signature (manual or electronic as appropriate) title, and telephone number of the Offeror's official authorized to provide this information.
- L.10.1.4** The name, address, and 9-digit Routing Transmit Number of the offeror's financial agent.
- L.10.1.5** The offeror's account number and the type of account (checking, savings, or lockbox).

(End of provision)

L.11 MINIMUM OFFER ACCEPTANCE PERIOD

L.11.1 Offers submitted in response to this RFP must be valid and binding for a period of at least 120 calendar days.

L.12 PRE-PROPOSAL MEETING AND SITE VISIT

L.12.1 It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Failure to take these precautions will in no way relieve the successful offeror from the obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

L.12.1.1 A pre-proposal meeting will be conducted at the **Thurgood Marshall Federal Judiciary Building, Federal Judiciary Center Auditorium, Room C416**, Washington, D.C. for all prospective offerors on **May 11, 2006 from 1:00 pm until approximately 3:00 pm, local time.**

L.12.1.2 The Government will conduct a building survey(s) following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning **Linda Round at 202-502-2087**. Depending on the number of firms requesting to attend a building survey, it may be necessary to conduct the survey in multiple groups with some groups on later days. Participation in the building survey will be limited to three persons per firm. **The name and title of each individual of the firm that will be attending the site visit shall be provided via e-mail to Linda.Round@ao.uscourts.gov by noon on Monday May 8, 2006**, for proper clearance into the TMFJB. The planned agenda for the building survey is shown in the attachment listed in Section J as "TMFJB Site Walkthru".

L.12.1.3 Offerors are encouraged to **submit all questions via e-mail to Mr. Patrick G. Hunt**

SECTION L

| <u>TMFJB CAFETERIA EQUIPMENT</u> | | Amendment No. 004, Attachment J.15 |
|----------------------------------|---------------------|---------------------------------------|
| <u>QTY</u> | <u>MANUFACTURER</u> | <u>ITEM/DESCRIPTION</u> |
| 1 | American Beverage | Coffee Urn |
| 3 | AMF Wyott | Condiment Dispenser Unit |
| 1 | BK1 Standex | Rotisserie |
| 1 | Blodgett | Convection Oven |
| 1 | Bunn | Ice Tea Maker |
| 2 | Copeland | Refrigeration System, +35 F |
| 2 | Copeland | Refrigeration System, 0 F |
| 2 | Copeland | Refrigeration System, - 10 F |
| 2 | Cuisinart | Toaster |
| 1 | Custom Fabricated | Vertical Compressor Rack |
| LOT | Custom Fabricated | Corner Guard |
| 1 | Custom Fabricated | Wall Shelf |
| 1 | Custom Fabricated | Pot Sink |
| 1 | Custom Fabricated | Mobile Pot Rack |
| 4 | Custom Fabricated | Worktable |
| 2 | Custom Fabricated | Utensil Rack (Ceiling Mounted) |
| 1 | Custom Fabricated | Wall Shelf with Utensil Rack |
| 1 | Custom Fabricated | Prep Sink with Shelf |
| 1 | Custom Fabricated | Work counter with sink |
| 1 | Fiat | Janitor's Sink |
| 1 | Follet | Ice/Soda Dispenser |
| 1 | Franklin | Pass-thru Food Warmer |
| 1 | Frymaster | Fryer Battery with Filter |
| 2 | Gaylord | Exhaust Ventilator |
| 2 | Gaylord | Ventilator Control Cabinet |
| 2 | Gaylord | Fire Suppression & Hood Cleaning Sys. |
| 1 | Greitzer | Soiled Tray Drop-off Window |
| 1 | Greitzer | Soiled Tray Conveyor/Dishtable |
| 1 | Groen | Tilting Fry Pan |
| 1 | Groen | Convectio Steamer with Kettle |
| 1 | Halco | Booster Heater |

| | | | |
|----|--|-------------------|---------------------------------|
| 1 | | Hatco | Fryer Dump Station |
| 1 | | Hatco | Pizza Display case |
| 1 | | Hobart | Mobile Equipment Stand |
| 1 | | Hobart | Slicer |
| 1 | | Hobart | Mixer |
| 1 | | IMC Teddy | Floor Grate and Pan |
| 17 | | Inter Metro | Walk-in Shelving |
| 2 | | Inter Metro | Dunnage Rack |
| 11 | | Inter Metro | Dry Storage Shelving |
| 2 | | Inter Metro | Storage Shelf |
| 2 | | Jet Spray | Juice Dispenser |
| 2 | | Kenco | Water Station |
| 1 | | Manitowac | Ice Maker and Bin |
| 2 | | NIKEC | Scale |
| 2 | | Oasis | Water Chiller |
| 1 | | Rotot-Coup | Food Processor |
| 2 | | Royal | Air Screen Refrigerator/Freezer |
| 2 | | Rubbermaid | Trash Container |
| 3 | | Rubbermaid | Ingredient Bin |
| 1 | | Salvajor | Waste Disposer w/Control Panel |
| 1 | | Salvajor | Disposer with control |
| 2 | | Seco | Hand Sink |
| 1 | | Seco | Silver Soak Sink |
| 1 | | Seco | Warewasher |
| 1 | | ServoLift Eastern | Bag-in Box Rack |
| 1 | | Sharp | Microwave Oven |
| 6 | | Shelley | Tray Dispenser |
| 3 | | Shelley | Heated Plate Dispenser |
| 4 | | Shelley | Plate Dispenser |
| 1 | | Shelley | Heated Bowl Dispenser |
| 1 | | Shelley | Heated Cup Dispenser |
| 2 | | Shelley | Heated Plate Dispenser |
| 6 | | Shelley | Disposable Cold Cup Dispenser |
| 2 | | Shelley | Mug Dispenser |
| 6 | | Shelley | Disposable Hot Cup Dispenser |
| 2 | | Shelley | Disposable Plate Dispenser |
| 2 | | Shelley | Plate Dispenser |

| | | |
|---|------------------|--------------------------------------|
| 5 | Shelley | Disposable Cup Dispenser |
| 1 | T&S | Janitor's Faucet |
| 1 | T&S | Pre-Rinse Unit |
| 1 | T&S | Hose Reel |
| 1 | Thermo-Kool | Walk-in Refrigerator/Freezer Complex |
| 1 | Traulsen | Reach-in Refrigerator/Freezer |
| 1 | Traulsen | Roll-in Refrigerator |
| 1 | Vulcan | Range |
| 1 | Vulcan | Spreader Cabinet |
| 3 | Wells | Hot Food Wells |
| 1 | Wells | Griddle |
| 1 | Wells | Fryer |
| 2 | Wells | Soup Well |
| 5 | Wells | Hot Food Wells |
| 1 | | Microwave Shelf |
| 1 | Carts a la Carte | Salad Bar |

| TMFJB RECORD DATA | | Amendment No. 004, Attachment J.3 |
|---|--|-----------------------------------|
| The following record data is available from the COTR | | |
| 1 Record Construction Drawings | | |
| 1.1 Base Building | | |
| 1.2 Tenant Spaces | | |
| 1.3 M-E-P As-Built Drawings | | |
| 1.4 Base Building Specifications | | |
| 1.5 Tenant Alteration Specifications | | |
| 2 Operation and Maintenance Manuals | | |
| 2.1 Special Equipment i.e., elevators, audio-visual, kitchen hoods, etc. | | |
| 2.2 M-E-P Equipment | | |
| 2.3 Valve Schedules | | |
| 2.4 EMCS sequences, diagrams and other data | | |
| 3 Preventive Maintenance (PM) Records | | |
| 4 GSA Public Building Maintenance Guides and Time Standards | | |
| 5 Building Service Request Summary | | |

SCA NO: 94-2103 REV-34 ISSUED 05/23/2005

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

| | | |
|--|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION |
| | | WASHINGTON D.C. 20210 |

| | | | |
|-----------------|---------------------|--|-----------------------------------|
| William W.Gross | Division of | | Wage Determination No.: 1994-2103 |
| Director | Wage Determinations | | Revision No.: 34 |
| | | | Date Of Revision: 05/23/2005 |

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 12.16 |
| 01012 - Accounting Clerk II | 12.86 |
| 01013 - Accounting Clerk III | 14.89 |
| 01014 - Accounting Clerk IV | 16.65 |
| 01030 - Court Reporter | 17.02 |
| 01050 - Dispatcher, Motor Vehicle | 16.50 |
| 01060 - Document Preparation Clerk | 12.75 |
| 01070 - Messenger (Courier) | 10.23 |
| 01090 - Duplicating Machine Operator | 12.75 |
| 01110 - Film/Tape Librarian | 15.10 |
| 01115 - General Clerk I | 11.68 |
| 01116 - General Clerk II | 13.72 |
| 01117 - General Clerk III | 15.32 |
| 01118 - General Clerk IV | 18.74 |
| 01120 - Housing Referral Assistant | 19.30 |
| 01131 - Key Entry Operator I | 12.67 |
| 01132 - Key Entry Operator II | 13.82 |
| 01191 - Order Clerk I | 14.74 |
| 01192 - Order Clerk II | 16.29 |
| 01261 - Personnel Assistant (Employment) I | 13.05 |
| 01262 - Personnel Assistant (Employment) II | 15.10 |
| 01263 - Personnel Assistant (Employment) III | 17.02 |
| 01264 - Personnel Assistant (Employment) IV | 19.60 |
| 01270 - Production Control Clerk | 18.89 |
| 01290 - Rental Clerk | 15.42 |
| 01300 - Scheduler, Maintenance | 15.26 |
| 01311 - Secretary I | 16.11 |

| | |
|--|-------|
| 01312 - Secretary II | 17.31 |
| 01313 - Secretary III | 19.30 |
| 01314 - Secretary IV | 21.45 |
| 01315 - Secretary V | 23.75 |
| 01320 - Service Order Dispatcher | 15.82 |
| 01341 - Stenographer I | 15.15 |
| 01342 - Stenographer II | 16.47 |
| 01400 - Supply Technician | 21.45 |
| 01420 - Survey Worker (Interviewer) | 16.43 |
| 01460 - Switchboard Operator-Receptionist | 12.06 |
| 01510 - Test Examiner | 17.31 |
| 01520 - Test Proctor | 17.31 |
| 01531 - Travel Clerk I | 11.63 |
| 01532 - Travel Clerk II | 12.49 |
| 01533 - Travel Clerk III | 13.41 |
| 01611 - Word Processor I | 12.75 |
| 01612 - Word Processor II | 15.10 |
| 01613 - Word Processor III | 17.02 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 15.10 |
| 03041 - Computer Operator I | 15.10 |
| 03042 - Computer Operator II | 17.02 |
| 03043 - Computer Operator III | 18.89 |
| 03044 - Computer Operator IV | 21.09 |
| 03045 - Computer Operator V | 23.35 |
| 03071 - Computer Programmer I (1) | 19.64 |
| 03072 - Computer Programmer II (1) | 23.33 |
| 03073 - Computer Programmer III (1) | 27.62 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.62 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 15.10 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 22.73 |
| 05010 - Automotive Glass Installer | 17.88 |
| 05040 - Automotive Worker | 17.88 |
| 05070 - Electrician, Automotive | 18.95 |
| 05100 - Mobile Equipment Servicer | 15.69 |
| 05130 - Motor Equipment Metal Mechanic | 19.98 |
| 05160 - Motor Equipment Metal Worker | 17.88 |
| 05190 - Motor Vehicle Mechanic | 20.07 |
| 05220 - Motor Vehicle Mechanic Helper | 16.81 |
| 05250 - Motor Vehicle Upholstery Worker | 17.88 |
| 05280 - Motor Vehicle Wrecker | 17.88 |
| 05310 - Painter, Automotive | 18.95 |
| 05340 - Radiator Repair Specialist | 17.88 |
| 05370 - Tire Repairer | 14.43 |
| 05400 - Transmission Repair Specialist | 19.98 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 9.91 |
| 07010 - Baker | 12.25 |
| 07041 - Cook I | 11.53 |
| 07042 - Cook II | 12.79 |
| 07070 - Dishwasher | 9.76 |
| 07130 - Meat Cutter | 16.07 |
| 07250 - Waiter/Waitress | 8.59 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.05 |
| 09040 - Furniture Handler | 12.55 |

| | |
|---|-------|
| 09070 - Furniture Refinisher | 18.05 |
| 09100 - Furniture Refinisher Helper | 13.85 |
| 09110 - Furniture Repairer, Minor | 16.01 |
| 09130 - Upholsterer | 18.05 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.67 |
| 11060 - Elevator Operator | 9.79 |
| 11090 - Gardener | 14.27 |
| 11121 - House Keeping Aid I | 9.97 |
| 11122 - House Keeping Aid II | 10.77 |
| 11150 - Janitor | 10.12 |
| 11210 - Laborer, Grounds Maintenance | 11.65 |
| 11240 - Maid or Houseman | 9.97 |
| 11270 - Pest Controller | 12.49 |
| 11300 - Refuse Collector | 11.69 |
| 11330 - Tractor Operator | 14.00 |
| 11360 - Window Cleaner | 10.51 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 16.90 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 15.83 |
| 12071 - Licensed Practical Nurse I | 15.86 |
| 12072 - Licensed Practical Nurse II | 17.79 |
| 12073 - Licensed Practical Nurse III | 19.92 |
| 12100 - Medical Assistant | 12.94 |
| 12130 - Medical Laboratory Technician | 16.32 |
| 12160 - Medical Record Clerk | 14.96 |
| 12190 - Medical Record Technician | 16.47 |
| 12221 - Nursing Assistant I | 9.32 |
| 12222 - Nursing Assistant II | 10.48 |
| 12223 - Nursing Assistant III | 11.94 |
| 12224 - Nursing Assistant IV | 13.40 |
| 12250 - Pharmacy Technician | 13.02 |
| 12280 - Phlebotomist | 13.40 |
| 12311 - Registered Nurse I | 24.92 |
| 12312 - Registered Nurse II | 29.47 |
| 12313 - Registered Nurse II, Specialist | 29.47 |
| 12314 - Registered Nurse III | 35.65 |
| 12315 - Registered Nurse III, Anesthetist | 35.65 |
| 12316 - Registered Nurse IV | 42.73 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 20.85 |
| 13011 - Exhibits Specialist I | 17.98 |
| 13012 - Exhibits Specialist II | 23.33 |
| 13013 - Exhibits Specialist III | 28.07 |
| 13041 - Illustrator I | 18.73 |
| 13042 - Illustrator II | 23.42 |
| 13043 - Illustrator III | 28.82 |
| 13047 - Librarian | 24.54 |
| 13050 - Library Technician | 17.18 |
| 13071 - Photographer I | 14.67 |
| 13072 - Photographer II | 17.18 |
| 13073 - Photographer III | 21.52 |
| 13074 - Photographer IV | 26.05 |
| 13075 - Photographer V | 29.15 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 8.71 |
| 15030 - Counter Attendant | 8.71 |
| 15040 - Dry Cleaner | 10.94 |
| 15070 - Finisher, Flatwork, Machine | 8.71 |
| 15090 - Presser, Hand | 8.71 |

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| 15100 - Presser, Machine, Drycleaning | 8.71 |
| 15130 - Presser, Machine, Shirts | 8.71 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 8.71 |
| 15190 - Sewing Machine Operator | 11.73 |
| 15220 - Tailor | 12.43 |
| 15250 - Washer, Machine | 9.31 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 18.95 |
| 19040 - Tool and Die Maker | 23.05 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 19.38 |
| 21020 - Material Coordinator | 19.05 |
| 21030 - Material Expediter | 19.05 |
| 21040 - Material Handling Laborer | 11.50 |
| 21050 - Order Filler | 13.21 |
| 21071 - Forklift Operator | 16.04 |
| 21080 - Production Line Worker (Food Processing) | 15.93 |
| 21100 - Shipping/Receiving Clerk | 13.15 |
| 21130 - Shipping Packer | 13.15 |
| 21140 - Store Worker I | 9.06 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 13.05 |
| 21210 - Tools and Parts Attendant | 16.99 |
| 21400 - Warehouse Specialist | 16.04 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 22.24 |
| 23040 - Aircraft Mechanic Helper | 14.71 |
| 23050 - Aircraft Quality Control Inspector | 23.43 |
| 23060 - Aircraft Servicer | 17.82 |
| 23070 - Aircraft Worker | 18.09 |
| 23100 - Appliance Mechanic | 18.95 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 24.68 |
| 23130 - Carpenter, Maintenance | 18.95 |
| 23140 - Carpet Layer | 17.80 |
| 23160 - Electrician, Maintenance | 22.59 |
| 23181 - Electronics Technician, Maintenance I | 19.42 |
| 23182 - Electronics Technician, Maintenance II | 21.92 |
| 23183 - Electronics Technician, Maintenance III | 23.87 |
| 23260 - Fabric Worker | 16.61 |
| 23290 - Fire Alarm System Mechanic | 19.98 |
| 23310 - Fire Extinguisher Repairer | 15.69 |
| 23340 - Fuel Distribution System Mechanic | 21.05 |
| 23370 - General Maintenance Worker | 17.28 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 20.87 |
| 23430 - Heavy Equipment Mechanic | 19.98 |
| 23440 - Heavy Equipment Operator | 20.76 |
| 23460 - Instrument Mechanic | 19.98 |
| 23470 - Laborer | 14.27 |
| 23500 - Locksmith | 18.95 |
| 23530 - Machinery Maintenance Mechanic | 20.51 |
| 23550 - Machinist, Maintenance | 21.52 |
| 23580 - Maintenance Trades Helper | 14.54 |
| 23640 - Millwright | 21.85 |
| 23700 - Office Appliance Repairer | 18.95 |
| 23740 - Painter, Aircraft | 21.29 |
| 23760 - Painter, Maintenance | 18.95 |
| 23790 - Pipefitter, Maintenance | 22.76 |
| 23800 - Plumber, Maintenance | 20.99 |
| 23820 - Pneudraulic Systems Mechanic | 19.98 |
| 23850 - Rigger | 19.98 |

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| 23870 - Scale Mechanic | 17.88 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.98 |
| 23910 - Small Engine Mechanic | 20.05 |
| 23930 - Telecommunication Mechanic I | 22.21 |
| 23931 - Telecommunication Mechanic II | 23.41 |
| 23950 - Telephone Lineman | 22.21 |
| 23960 - Welder, Combination, Maintenance | 19.98 |
| 23965 - Well Driller | 19.98 |
| 23970 - Woodcraft Worker | 19.98 |
| 23980 - Woodworker | 15.32 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 11.58 |
| 24580 - Child Care Center Clerk | 16.15 |
| 24600 - Chore Aid | 9.29 |
| 24630 - Homemaker | 16.75 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 22.57 |
| 25040 - Sewage Plant Operator | 19.52 |
| 25070 - Stationary Engineer | 22.57 |
| 25190 - Ventilation Equipment Tender | 15.24 |
| 25210 - Water Treatment Plant Operator | 19.72 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 23.19 |
| 27004 - Alarm Monitor | 16.79 |
| 27006 - Corrections Officer | 18.10 |
| 27010 - Court Security Officer | 20.72 |
| 27040 - Detention Officer | 18.29 |
| 27070 - Firefighter | 20.97 |
| 27101 - Guard I | 11.51 |
| 27102 - Guard II | 15.16 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 19.89 |
| 28020 - Hatch Tender | 19.89 |
| 28030 - Line Handler | 19.89 |
| 28040 - Stevedore I | 18.71 |
| 28050 - Stevedore II | 21.11 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 22.81 |
| 29010 - Air Traffic Control Specialist, Center (2) | 32.70 |
| 29011 - Air Traffic Control Specialist, Station (2) | 22.54 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 24.82 |
| 29023 - Archeological Technician I | 15.78 |
| 29024 - Archeological Technician II | 17.58 |
| 29025 - Archeological Technician III | 21.94 |
| 29030 - Cartographic Technician | 23.33 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 31.26 |
| 29040 - Civil Engineering Technician | 22.19 |
| 29061 - Drafter I | 14.31 |
| 29062 - Drafter II | 16.57 |
| 29063 - Drafter III | 18.53 |
| 29064 - Drafter IV | 23.33 |
| 29081 - Engineering Technician I | 17.67 |
| 29082 - Engineering Technician II | 19.84 |
| 29083 - Engineering Technician III | 22.54 |
| 29084 - Engineering Technician IV | 27.49 |
| 29085 - Engineering Technician V | 33.62 |
| 29086 - Engineering Technician VI | 40.67 |
| 29090 - Environmental Technician | 21.22 |
| 29100 - Flight Simulator/Instructor (Pilot) | 36.95 |
| 29160 - Instructor | 26.54 |

| | |
|---|-------|
| 29210 - Laboratory Technician | 18.56 |
| 29240 - Mathematical Technician | 23.70 |
| 29361 - Paralegal/Legal Assistant I | 20.03 |
| 29362 - Paralegal/Legal Assistant II | 24.82 |
| 29363 - Paralegal/Legal Assistant III | 30.35 |
| 29364 - Paralegal/Legal Assistant IV | 36.73 |
| 29390 - Photooptics Technician | 23.33 |
| 29480 - Technical Writer | 28.55 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 20.78 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 25.14 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 30.13 |
| 29494 - Unexploded (UXO) Safety Escort | 20.78 |
| 29495 - Unexploded (UXO) Sweep Personnel | 20.78 |
| 29620 - Weather Observer, Senior (3) | 21.32 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 18.30 |
| 29622 - Weather Observer, Upper Air (3) | 18.30 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 15.95 |
| 31260 - Parking and Lot Attendant | 8.62 |
| 31290 - Shuttle Bus Driver | 13.45 |
| 31300 - Taxi Driver | 12.71 |
| 31361 - Truckdriver, Light Truck | 13.89 |
| 31362 - Truckdriver, Medium Truck | 17.09 |
| 31363 - Truckdriver, Heavy Truck | 18.40 |
| 31364 - Truckdriver, Tractor-Trailer | 18.40 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 10.47 |
| 99030 - Cashier | 9.82 |
| 99041 - Carnival Equipment Operator | 12.35 |
| 99042 - Carnival Equipment Repairer | 13.30 |
| 99043 - Carnival Worker | 8.31 |
| 99050 - Desk Clerk | 9.78 |
| 99095 - Embalmer | 19.79 |
| 99300 - Lifeguard | 10.92 |
| 99310 - Mortician | 24.77 |
| 99350 - Park Attendant (Aide) | 13.71 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 11.12 |
| 99500 - Recreation Specialist | 16.99 |
| 99510 - Recycling Worker | 15.47 |
| 99610 - Sales Clerk | 11.08 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 11.37 |
| 99630 - Sport Official | 11.24 |
| 99658 - Survey Party Chief (Chief of Party) | 18.39 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 17.48 |
| 99660 - Surveying Aide | 11.43 |
| 99690 - Swimming Pool Operator | 13.93 |
| 99720 - Vending Machine Attendant | 10.73 |
| 99730 - Vending Machine Repairer | 13.93 |
| 99740 - Vending Machine Repairer Helper | 11.34 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (a numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. A operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the term of the Government contract, by the contractor, by law, or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorize representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a repor of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process t request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

□

| <u>SECURITY CAMERA SYSTEM</u> | | | Amendment No. 004, Attachment J.19 | |
|-------------------------------|---------------------|---------------------|------------------------------------|--|
| <u>QTY</u> | <u>MANUFACTURER</u> | <u>MODEL NUMBER</u> | <u>ITEM/DESCRIPTION</u> | |
| 3 | Phillips | UNPCH28 | Color Cameras with Housings | |
| 4 | Phillips | LTC0455/20 | Color Cameras | |
| 2 | Phillips | DR16124 | DESA DVR | |
| 1 | Kalatel | GBC-SM-950-205 | Discrete In-wall Color Camera | |
| 1 | Kalatel | GBC-MM-950-8 | Discrete MiniMax Color Camera | |
| 7 | Phillips | LTC1251/21 | Dome Cameras | |
| 1 | Airphone | LED | Door Station | |
| 9 | Phillips | ENV-T2460W | EnviroDome Kits | |
| 9 | Phillips | ENV-PSU1 | Environmental Power Supplies | |
| 3 | Phillips | LTC8557/60 | Keyboard Hookup Kits | |
| 4 | Phillips | KBD-Universal | Keyboards | |
| 1 | Airphone | LEF-3L | Master Intercom Station | |
| 1 | Airphone | LEM-1 | Master Intercom Station | |
| 4 | Phillips | LTC2910/90 | Monitors | |
| 4 | Phillips | LTC2919/990 | Monitors | |
| 2 | Phillips | LTC2914/91 | Monitors | |
| 1 | Phillips | 1.07E+53 | VGA Monitor | |
| 2 | Phillips | LTC8808/00 | Video cards | |
| 1 | Phillips | LTC8621/00 | Video Input Card | |

AOC PAST PERFORMANCE QUESTIONNAIRE
MANAGEMENT SERVICES FOR THE
THURGOOD MARSHALL FEDERAL JUDICIARY BUILDING

PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER AOC RFP 060101

The contractor listed below is being considered for a contract award by the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. Upon completion, please fax this form to: (202)225-3221, Attn: Mr. Patrick G. Hunt .

Past Project Information:

1. Contractor (Prime): _____
(Contractor being evaluated)
2. Project Title : _____
1. Name: Agency/Company, POC _____ Date: _____
2. Phone No.: _____ Fax No. _____
3. Address: _____
4. Position held or function in relation to project: _____

AOC PAST PERFORMANCE QUESTIONNAIRE

Ratings: Please evaluate the contractor's performance using the following ratings:

- | | |
|--------------------|---|
| "O" Outstanding | The contractor's performance clearly exceeded the contract requirements. |
| "S" Satisfactory | The contractor's performance met the contract requirements. |
| "M" Marginal | The contractor's performance met the minimum contract requirements but with difficulty. |
| "U" Unsatisfactory | The contractor's performance was poor and/or did not satisfy contract requirements. |

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. (Use additional sheets as needed)

1. The relationship between the contractor and owner's contract team/Contracting Officer/COR?.

Rating: _____

2. The contractor's on-site management and coordination of subcontractors.

Rating: _____

3. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

Rating: _____

4. Performance in meeting delivery/completion schedules: _____

Rating: _____

5. What did the contractor do to improve schedule problems, if any? _____

Rating: _____

6. The contractor's quality control (CQC).

Rating: _____

AOC PAST PERFORMANCE QUESTIONNAIRE

7. The contractor's performance in delivering quality work in accordance with the contract:

Rating: _____

8. The contractor's ability to provide the required work at a reasonable total price.

Rating: _____

9. The contractor's compliance with labor standards, if applicable..

Rating: _____

10. The contractor's compliance with safety standards.

Rating: _____

11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.

Rating: _____

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. _____

Rating: _____

13. Was the customer satisfied with the end product? _____

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results? _____

15. Has the contractor filed any claims? _____ How many? _____
and to what extent? _____

Claims outstanding/why? _____

16. **OVERALL RATING**

Rating: _____

17. Please provide any additional comments: _____

AOC PAST PERFORMANCE QUESTIONNAIRE

NAME/TITLE: _____

AGENCY/COMPANY: _____

PHONE NUMBER:

DATE: _____